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OF

PRINCIPAL MATTERS.

AGENT.

1 If A. gives an order to B. to receive a sum of money in New-Orleans, and B. writes to A. that his clerk is in New-Orleans and offers a good opportunity to bring the money, and A. desires that he may, if the clerk brings it and places it with B.'s money, in a drawer, B. is liable therefor. *Weeks* vs. *M'Micken*. 54

2 One who purchases land for, paying it with the money of, another, will be compelled to convey it to the principal. *Hall* vs. *Sprigg*. 246

3 If A. B. and C. receive a note, payable in Tennessee, and promise to send the proceeds of it to New-York, and they transmit the note to D. in Tennessee, and afterwards, being called upon by the owner, give him an order on D. he cannot demand the proceeds from them. *Young* vs. *M'Laughlin & al.* 628

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APPEAL.

1 After the defendant has appealed, and the judgment has been confirmed thereon, the plain-

tiff may still appeal, and have any error to his disadvantage, in the judgment, corrected. *Poeyfarre* vs. *Delor*. 1

2 If a record does not shew the facts of the case, and that the appeal was taken for delay only, damages cannot be given. *Stringer* vs. *Duncan & al.* 359

3 If the judgment appealed from contain none of the reasons on which it is grounded, it will be reversed: and, if the record does not contain the evidence, the case will be remanded. *Denis* vs. *Bayon.* 446

4 An appeal lies from a judgment obtained by the State. *The State* vs. *Montegut & al.* 448

5 In such a case, if the citation be served on the Attorney-General, who attends and prays a dismissal, without pleading the ill service of the citation, the court will proceed, *id.* 449

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6 If a motion to enjoin a sale be overruled, the applicant may appeal. *The State* vs. *Judge Lewis.* 457

7 An appeal lies on a judgment of nonsuit. *Chedoteau's heirs* vs. *Dominguez.* 490

8 If the judgment be reversed, and there be no statement of facts, the supreme court cannot proceed to judgment on issues found generally, in which the jury pronounced on the law and the fact. *Id.* 490

9 If the judgment does not contain the reasons on which it is grounded, and a material erasure be on the statement of facts, without its

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1 A motion to dissolve an attachment cannot be made after the trial has commenced. *Watson & al.* vs. *M'Allister.* 368

2 The property of a merchant, who has a store in the state and is accidentally absent, on a trip to the other states, cannot be attached as that of a non-resident. *Watson & al.* vs. *Pierpoint.* 413

3 If two persons jointly ship a cargo, and the consignee sell it and credit each for his share, his claim on the consignee is subject to the attachment of his private creditors. *Tappan & al.* vs. *Brierly.* 453

4 After the general issue pleaded, the defendant cannot shew that the property attached is not his. *Id.* 453

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A bidder may refuse taking land struck to him, on discovery of an incumbrance, and the auctioneer's proclamation, before the bids began, is no evidence of the bidder's know-

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1 Those of other states may sue in this. *Williamson & al. syndics* vs. *Smoot & al.* 31

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The payment of the whole will not be presumed from the poverty of the husband or the circumstance of the parties binding their respective estates, for the performance of the stipulations in the marriage contract, nor from a part of it being ceded, with other property, by the husband to his creditors. *Viales* vs. *Viales' syndics.* 634

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1 Till there be a stay of proceedings, a creditor may sue or attach. *Fisk* vs. *Chandler.* 24

2 The proceedings of the meeting of the creditors of an insolvent, recorded in the French language, are irregular. *Durnford* vs. *Seghers' syndics.* 409

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If the consignor desire that the sale of the goods be not delayed, if, on their arrival, a certain price can be obtained, and he afterwards draw for the presumed net proceeds, and the consignee sell below the price mentioned, he is not liable for damages. *Briggs & al.* vs. *Ripley & al.* 57

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1 Its nature, validity and construction is determined according to the *lex loci*; the remedy thereon according to the *lex fori*. *Lynch* vs. *Postlethwaite*. 70

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3 Whether the plaintiff may recover on a note alledged, and by him sworn, to be lost; proven to have been returned by a broker, when there were many persons around him, with evidence that the defendant had given it for a valuable consideration, and promised to pay it? *Nagel* vs. *Mignot*. 657

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1 Of property, part of a succession to a person declared heir to it by the judgment of a competent court, unappealed from is valid, even after the judgment is reversed. *Phillips* vs. *Johnson & al.* 226

2 Of *personal* property, part of a succession, to a person recognized as heir to the *real*, is invalid. *Phillips* vs. *Carson.* 230

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2 Its proceedings may be recorded in French. *Same case.* *Id.*

3 When works are ordered by it, the visit of the parish judge is unnecessary. *Same case.* *Id.*

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1 If the return of a note be specifically prayed for, with a general relief, the court will decree the payment of its amount, with a proviso that its judgment may be satisfied with the return of the note. *Dubourg & al.* vs. *Anderson.* 268

2 If a rule to shew cause be neither enlarged nor made absolute, on the day given, it cannot be afterwards discharged, without notice to the party who obtained it. *D'Auterive* vs. *Neto.* 357

3 Three judicial days must elapse before a judgment by default becomes final. *Gorham* vs. *De Armas.* 359

4 The court needs not give any reason on a judgment taken by default on a liquidated debt. *Dehart* vs. *Berthoud & al.* 440

5 On a notice that an order will be moved for, that a treasury execution be put in force, the court cannot give judgment for the state, for the amount of the execution. *State* vs. *Montegut & al.* 448

6 There cannot be a nonsuit, after a general verdict. *Chedoteau's heirs* vs. *Dominguez.* 490

7 The court may, in its discretion, when the plaintiff's claim is not established, give judgment, as in case of a nonsuit. *Abat* vs. *Rion.* 567

8 On a rule to shew cause why syndics should not pay a sum claimed, they may demand that the facts they suggest, in opposition, be tried by a jury. *Meeker's ass.* vs. *Williamson & al. syndics.* 315

9 If the petition charges that there is an error in a release, in a reference to a mortgage by a wrong date, it must be read, if proven, and the party left to establish the error by legal evidence. *Hipkins* vs. *Salkeld.* 565

10 If a copy of a deed comes up with the record, it will be presumed that the deed was duly proven below. *Sides* vs. *M'Cullough.* 654

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1 The action *inofficiosi testamenti* is prescribed by

the lapse of five years. *Carrel's heirs* vs. *Cabaret.* 375

2 The testator's concubine may prescribe under his will against his brothers and sisters. *Same case.* *Id.*

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1 On the failure of a debtor, his note, though not yet payable, may be put in suit. *Fisk* vs. *Chandler.* 24

2 It cannot be opposed to the endorsee that the note was given to the original payee, in discharge of a debt, which it appears he had no right to demand or receive. *Hubbard & al.* vs. *Fulton's heirs.* 241

3 The endorser of a note cannot claim its amount, if it be not reimbursed to him, unless he has paid it to one of the subsequent endorsers. *Arnold* vs. *Bureau.* 287

4 The endorser is discharged, if the holder neglects the proper means of discovering the maker's residence and makes no demand. *Hennen* vs. *Johnson & al.* 364

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7 In a suit against an endorser, notice must be alledged and proven. *Abat* vs. *Rion.* 562

8 A note payable in merchandize cannot be offered in payment of a cash debt. *Canfield & al.* vs. *Notrobe.* 317

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1 The vendee cannot refuse payment of the price, nor can he require surety from the vendor, till suit be actually brought. *Fulton's heirs* vs. *Griswold.* 223

2 If a ship be sold, in New-York, while she is at sea, she cannot on her arrival in New-Orleans, be attached for a debt of the vendor. *Thuret & al.* vs. *Jenkins.* 318

3 The vendee is not bound to call in his warrantor to defend him when sued: but, if he do not, the latter may shew, when sued, that he had means of defence, which would have proven successful, if he had been called upon to defend his title. *Sterling* vs. *Fusilier.* 442

4 If the vendor points out a vacant lot for sale, telling the vendee it has 200 feet, in front, and it turns out that the space shewn consists in the lot and a space of thirty feet in front, belonging to another, the error of the vendee, who believes that the two hundred include

the thirty, does not vitiate the contract. *Wilcoff* vs. *Townsend & al.* 451

3 A ship sold in Philadelphia, while she is in the port of New-Orleans, may be attached for a debt of the vendor, before the vendee takes possession. *Price* vs. *Morgan.* 707

6 A parish judge may record his own bill of sale. *Tessier* vs. *Hall.* 411

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1 What is evidence of the habit of running away. *Foy* vs. *Andry & al.* 33

2 If the taker up of a runaway keeps him for four or five days in irons, sends immediate word to the owner, offering to purchase him, and the latter enters into a treaty therefor, and in the mean time the slave escape, and the jury find for the defendant, the supreme court will not disturb the verdict. *Palfrey* vs. *Rivas.* 371

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A surety, in a custom house bond, is bound to reimburse his part to the co-surety, who has paid the whole, although the goods were delivered to and sold by the latter. *Lloyd & al.* vs. *Martin.* 444

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1 The members of a police jury may be witnesses in a suit brought by the jury. *Police Jury* vs. *M'Donogh.* 8

2 If the subscribing witness to a deed reside out of the state his handwriting may be proven; and the deed will be read. *Lynch* vs. *Postlethwaite.* 69

3 When the party does not formally deny his signature, it may be proven by witnesses. *Same case.* *Id.*

4 A report subscribed by a witness, may be read in order to weaken his testimony, by shewing a discrepancy between what he signed and what he swears. *Same case.* *Id.*

5 A stockholder cannot be a witness for the corporation. *Same case.* *Id.*

6 One cannot be charged with goods on the testimony of a witness, present when they were contracted for, though not at their delivery. *Davis* vs. *Turnbull & al.* 228

7 A witness who deposes of his belief, without giving the grounds of it, makes no proof. *Watson & al.* vs. *M'Allister.* 368